

REHABILITATION GRANT AGREEMENT
(Very Low Income Grant Program)

THIS REHABILITATION GRANT AGREEMENT (the "Agreement") is made as of March 23, 2011, by and between [REDACTED] an unmarried man, who acquired title as married man as his sole and separate property, (the "Participant"), and the REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body, corporate and politic (the "Agency").

RECITALS

- A. Participant is the owner of that certain real property commonly known as 1504 N. Ontario Street, Burbank, California, and more particularly described in Exhibit A attached hereto and incorporated herein (the "Property").
- B. Participant requires assistance to rehabilitate the Property and would not be able to rehabilitate the Property without such assistance. Participant is a person or family of Very Low Income (as the term is defined by California Health and Safety Code Section 50105), and currently earns 50% or less of the current annual median income as adjusted for family size for the Los Angeles County area.
- C. Pursuant to Section 33334.2, *et seq.* of the California Community Redevelopment Law, the Agency desires to assist persons of Low- and Moderate-Income to improve housing available to persons and families of Low- and Moderate-Income at an Affordable Housing Cost (as the term is defined by California Health and Safety Code Section 50052.5) within the City of Burbank (the "City").
- D. The Agency wishes to make a grant to the Participant to assist Participant to rehabilitate the Property upon the terms and conditions set forth herein.
- E. The City has received funds from the HOME Investment Partnerships Act of the United States, 42 U.S.C. § 12701, *et seq.* (the "HOME Program"), for the purpose of the production and operation of housing affordable to lower and very low income families. The grant provided to the Participant hereunder may qualify as a matching contribution to the HOME Program funds which the City has expended on other housing projects.
- F. Participant has represented to the Agency that Participant and Participant's immediate family (if any) intend to reside in the Property at all times throughout the term of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. **Rehabilitation of Property.** Participant agrees to enter into one or more contracts for the performance of the rehabilitation work which is set forth in the "Scope of Work" attached to this Agreement as Exhibit B and incorporated herein (the "Rehabilitation"). Participant shall obtain no fewer than three bids from duly licensed contractors, and shall select the lowest responsible bidder for each work of improvement. Each contract shall be approved by a representative of the Agency. In the event that any HOME Program requirements are set forth in the Scope of Work, each Rehabilitation contract shall be in compliance with such HOME Program requirements. Participant shall comply with its responsibilities under such contracts. Participant agrees that the Agency may post a temporary sign on the Property during the Rehabilitation and after the Rehabilitation work is [REDACTED]

there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself or any person claiming under or through him or her establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

2. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"There shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

In contracts: "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, religion, sex, marital status, ancestry or national origin, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee or vendees of the premises."

The covenants in this paragraph 1 shall run with the land in perpetuity.

2. **Maintenance Requirements.** All exterior, painted surfaces of any structures located on the Property shall be maintained at all times in a clean and presentable manner. Any such defacing marks shall be cleaned or removed within a reasonable period of time. Participant shall, at all times maintain the front exterior, any visible side exteriors, and yards, if any, in a clean, safe and presentable manner. All graffiti, and defacement of any type, including marks, words and pictures must be removed from the Property and any necessary painting or repair completed within one (1) week of creation or within three (3) days after notice to Participant from Agency, whichever is less. All landscaping surrounding the Property shall be maintained in a manner consistent with standards of the City of Burbank Municipal Code (the "Code") and any rules, regulations and standards adopted pursuant to the Code.

In addition, for example, the yard areas shall not contain the following:

- (a) lawns with grasses in excess of six (6) inches in height,
- (b) trees, shrubbery, lawns, and other plant life which are dying from lack of water or other necessary maintenance,
- (c) trees and shrubbery grown uncontrolled without proper pruning,
- (d) vegetation so overgrown as to be likely to harbor rats or vermin,

complete which states that the Property has received assistance from the Agency's Residential Rehabilitation program.

2. **Agency Grant.** The Agency shall grant to Participant the amount of Seven Thousand, Five Hundred Dollars and No Cents (\$7,500.00) (the "Agency Grant"), subject to the conditions and restrictions set forth herein.

3. **Disbursement of Agency Grant Proceeds.** The Agency Grant shall be disbursed to the approved contractors on behalf of the Participant as payments become due in accordance with each approved Rehabilitation contract. In the event that the amount of the Agency Grant is not sufficient to pay the entire amount due under each Rehabilitation contract, the Participant shall pay the additional amount from Participant's own funds. In the event that the amount of the Agency Grant exceeds the amount due under each Rehabilitation contract, such additional amount shall be retained by the Agency.

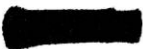
4. **Covenants.** Participant and the Agency shall execute and have recorded in the Official Records of Los Angeles County, California, a "Declaration of Conditions, Covenants and Restrictions for Property," substantially in the form of Exhibit C attached hereto and incorporated herein, which sets forth the maintenance obligations of Section 5, the occupancy standards of Section 6 and the nondiscrimination covenants of Section 8 hereof. Such covenants shall run with the land, in favor of the Agency and the City.

5. **Maintenance of Property.** Participant shall maintain the improvements, both interior and exterior, and landscaping on the Property in a clean, safe and presentable manner consistent with community standards, and in a manner which will uphold the value of the Property, and shall keep the Property free from any accumulation of debris and waste materials. Participant agrees to comply with any and all covenants and agreements established by any homeowner's association or any other regulatory entity recognized by area property owners and Participant shall comply with all applicable federal, state and local laws concerning use, occupancy, ownership and maintenance of the Property.

6. **Occupancy Standards.** The Participant represents to the Agency that it intends to use the Property as the personal residence of Participant and Participant's immediate family (if any). The requirements of this Section 6 shall terminate and be of no further effect as of the tenth anniversary of the date of this Agreement.

7. **Income and Other Information.** Participant has submitted an eligibility verification form to the Agency prior to execution of this Agreement. Participant represents and warrants to the Agency that all information Participant has provided and will provide in the future is and will be true, correct and complete. Participant acknowledges that the Agency is relying upon Participant's representations in the eligibility form, particularly that Participant's income causes Participant to be within the definition of Very Low Income in that such income does not exceed 50% of the area median income, and Agency would not have entered this Agreement otherwise.

8. **Non-Discrimination Covenants.** Participant covenants by and for itself, its successors and assigns, and all persons claiming under or through Participant that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, national origin, or ancestry in the sale, transfer, use, occupancy, tenure, or enjoyment of the Property.



Participant and its successors and assigns shall refrain from restricting the sale of the Property on the basis of race, color, religion, sex, marital status, national origin, or ancestry of any person. All such deeds shall contain or be subject to substantially the following nondiscrimination or nonsegregation clause: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

9. **Indemnification.** The Participant shall defend, indemnify and hold harmless the Agency and the City of Burbank and their respective officers, agents, employees, representatives and volunteers from and against any loss, liability, claim or judgment relating in any manner to the Property or this Agreement. The Participant shall remain fully obligated for the payment of property taxes and assessments related to the Property. There shall be no reduction in taxes for Participant, nor any transfer of responsibility to the Agency or the City to make such payments, by virtue of the Agency Grant.

10. **Defaults.** Failure or delay by either party to perform any term or provision of this Agreement which is not cured within thirty (30) days after receipt of notice from the other party constitutes a default under this Agreement; provided, however, if such default is of the nature requiring more than thirty (30) days to cure, the defaulting party shall avoid default hereunder by commencing to cure within such thirty (30) day period and thereafter diligently pursuing such cure to completion. The party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay, and shall complete such cure, correction or remedy with diligence. The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.


11. **Governing Law.** This Agreement shall be governed by the laws of the State of California. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of Los Angeles, State of California, in an appropriate municipal court in that county, or in the Federal District Court in the Central District of California.

12. **Non-Waiver.** Failure to exercise any right the Agency may have or be entitled to, in the event of default hereunder, shall not constitute a waiver of such right or any other right in the event of a subsequent default.

13. **Attorneys' Fees.** Should either of the parties to this Agreement incur attorneys' fees in seeking the enforcement of this Agreement, whether or not a final court judgment is entered, the prevailing party shall be entitled to reimbursement of its attorneys' fees by the other party.

14. **Notices.** Any notices, requests or approvals given under this Agreement from one party to another may be personally delivered, delivered by overnight courier service, or deposited with the United States Postal Service for mailing, postage prepaid, to the following addresses:

To Participant:


1504 N. Ontario Street
Burbank, CA 91505

To Agency:

Redevelopment Agency of the City of Burbank
150 N. Third Street, 2nd Floor
Burbank, California 91510-6459
Attention: Executive Director

Either party may change its address for notice by giving written notice thereof to the other party.

15. Further Assurances. The Participant shall execute any further documents consistent with the terms of this Agreement, including documents in recordable form, as the Agency shall from time to time find necessary or appropriate to effectuate its purposes in entering into this Agreement and making the Agency Grant.


16. Amendment of Agreement. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by the Participant and Agency.

17. Participant Assignment Prohibited. In no event shall Participant assign or transfer any portion of this Agreement without the prior express written consent of the Agency, which consent may be given or withheld in the Agency's sole discretion. No assumption of the Agency Grant shall be permitted at any time.

18. Successors. This Agreement shall run with the land and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, assigns and transferees of the parties hereto.

19. Monitoring. To the extent permitted by law, the Agency and its designated employees and agents shall have the right to enter the Property at all reasonable times without a warrant for the purpose of monitoring the Participant's compliance with this Agreement. Any such entry shall be made only after reasonable notice to the Participant, which shall mean at least forty-eight (48) hours in all non-emergency situations. Upon receipt of such notice, the Participant agrees to consent to entry by the Agency and to cooperate in making the Property available for inspection by the Agency. The Participant acknowledges and agrees that if for any reason the Participant fails to consent to such entry or inspection, the Agency may obtain an administrative inspection warrant or take such other legal actions as may be necessary to gain access to and inspect the Property. The Agency shall indemnify and hold harmless the Participant from any costs, claims, damages or liabilities pertaining to any such entry.

20. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental thereto, and supersedes all prior negotiations, discussions and previous agreements between the Agency and the Participant concerning all or any part of the subject matter of this Agreement.



SCOPE OF WORK

1504 N. Ontario Street
Burbank, CA 91505
Case #: 1926

ITEM NO.	WORK DESCRIPTION	TOTAL AMOUNT
1	Terminix -- infestation treatment	\$3,040.00
2	Exterior Specialists -- painting	\$3,865.00
3	R. C. Hernandez Electrical Services -- electrical	\$595.00
	CLTA Policy	\$ 0.00
	Total Grant Amount	\$7,500.00

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

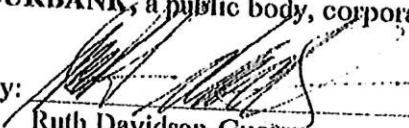
PARTICIPANT:

By: 

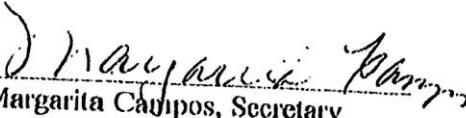
By: _____
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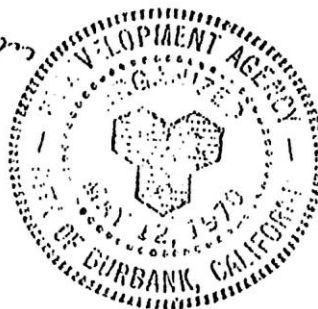
AGENCY:

**REDEVELOPMENT AGENCY OF THE CITY OF
BURBANK, a public body, corporate and politic**

By: 
Ruth Davidson-Guerra
Assistant Community Development Director
for Housing and Redevelopment

ATTEST:

By: 
Margarita Campos, Secretary




ACKNOWLEDGEMENT

State of California } ss.
County of Los Angeles }

On April 20, 2011, before me, Juan M. Salcido, Notary Public, personally appeared Ruth Davidson-Guerra, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Juan M. Salcido, Notary Public (Seal)



EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

**THE FOLLOWING DESCRIBED REAL PROPERTY IN THE STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES:**

**Lot 14 in Block 6 of Tract No. 10310 as per Map recorded in Book 147, Pages 83 and 84 of
Maps, in the Office of the County Recorder of said County.**

APN: 2437-010-014